

PUBLIC HEALTH SERVICE

X AMENDMENT TO L-XXX-200X/0

This is the ____ amendment (“____ **Amendment**”) of the agreement by and between the National Institutes of Health (“**NIH**”) or the Food and Drug Administration (“**FDA**”), hereinafter singly or collectively referred to as (“**PHS**”), agencies of the United States Public Health Service within the Department of Health and Human Services (“**HHS**”), and ____ having an effective date of ____ and having **NIH** Reference Number L-XXX-200X/X (“**Agreement**”). This ____ **Amendment**, having **NIH** Reference Number L-XXX-200X/X, is made between the **PHS** through the Office of Technology Transfer, **NIH**, having an address at 6011 Executive Boulevard, Suite 325, Rockville, Maryland 20852-3804, U.S.A., and _____, having an office at _____ (“**Licensee**”). This ____ **Amendment** includes, in addition to the amendments made below, 1) a Signature Page, 2) Attachment 1 (Shipping Information) and 3) Attachment 2 (Royalty Payment Information).

WHEREAS, **PHS** and **Licensee** desire that the **Agreement** be amended a _____ time as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, **PHS** and **Licensee**, intending to be bound, hereby mutually agree to the following:

- 1) XXXXXXXX.
- 2) XXXXXXXX.
- 3) Within thirty (30) days of the execution of this _____ **Amendment**, **Licensee** shall pay **PHS** an amendment issue royalty in the sum of XXXX US Dollars (\$XXXXX), to be sent to the address specified in Attachment 2.
- 4) In the event any provision(s) of the **Agreement** is/are inconsistent with Attachment 1 and/or 2, such provision(s) is/are hereby amended to the extent required to avoid such inconsistency and to give effect to the shipping and payment information in such Attachment 1 and/or 2.
- 5) All terms and conditions of the **Agreement** not herein amended remain binding and in effect.
- 6) This ____ **Amendment** is effective on _____ upon execution by all parties.

SIGNATURES BEGIN ON NEXT PAGE

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SIGNATURE PAGE

In Witness Whereof, the parties have executed this _____ **Amendment** on the dates set forth below. Any communication or notice to be given shall be forwarded to the respective addresses listed below.

For **PHS**:

Steven M. Ferguson
Director, Division of Technology Development and Transfer
Office of Technology Transfer
National Institutes of Health

Date

Mailing Address for **Agreement** notices:

Chief, Monitoring & Enforcement Branch, DTD
Office of Technology Transfer
National Institutes of Health
6011 Executive Boulevard, Suite 325
Rockville, Maryland 20852-3804 U.S.A.

For **Licensee** (Upon, information and belief, the undersigned expressly certifies or affirms that the contents of any statements of **Licensee** made or referred to in this document are truthful and accurate.):
by:

Signature of Authorized Official

Date

Name:

Title:

I. Official and Mailing Address for **Agreement** notices:

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II. Official and Mailing Address for Financial notices (**Licensee**'s contact person for royalty payments):

Name

Title

Mailing Address:

Email Address: _____

Phone: _____

Fax: _____

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).

ATTACHMENT 1 – SHIPPING INFORMATION

Licensee's Shipping Contact: information or questions regarding shipping should be directed to Licensee's Shipping Contact at:

Shipping Contact's Name

Title

Phone: _____

Fax: _____

E-mail: _____

Shipping Address: Name & Address to which Materials should be shipped (please be specific):

Company Name & Department

Address:

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ATTACHMENT 2 – ROYALTY PAYMENT OPTIONS

NIH/PHS License Agreements

***In order to process payment via Electronic Funds Transfer sender MUST supply the following information:**

Procedure for Transfer of Electronic Funds to NIH for Royalty Payments

Bank Name: Federal Reserve Bank

ABA# 021030004

TREAS NYC

BNF=/AC-75080031

OBI=Licensee Name and OTT Reference Number

Dollar Amount Wired=\$\$

NOTE: Only U.S. banks can wire directly to the Federal Reserve Bank. Foreign banks cannot wire directly to the Federal Reserve Bank, but must go through an intermediary U.S. bank. Foreign banks may send the wire transfer to the U.S. bank of their choice, who, in turn forwards the wire transfer to the Federal Reserve Bank.

Mailing Address for Royalty Payments:

National Institutes of Health
P.O. Box 360120
Pittsburgh, PA 15251-6120 USA

Overnight Mail for Royalty Payments only:

National Institutes of Health
360120
Mellon Client Service Center
Room 670
500 Ross Street
Pittsburgh, PA 15262-0001

(412) 234-4381 (Customer Service)

Please make checks payable to: NIH/Patent Licensing.

The OTT Reference Number **MUST** appear on checks, reports and correspondence.

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